

AGREEMENT BETWEEN
THE CITY OF MILPITAS AND INTERIM CITY MANAGER, CHARLES LAWSON

This Agreement is entered into this ---- day of ----, by and between the City of Milpitas (hereinafter referred to as "CITY") and Charles Lawson hereinafter referred to as "LAWSON," for the position of Interim City Manager.

CITY engages LAWSON in the position of Interim City Manager to provide specific work for the CITY and Redevelopment Agency.

CITY and LAWSON agree to the following:

1. The City Council hereby appoints LAWSON to the position of Interim City Manager and Executive Director of the Redevelopment Agency, in and for the City of Milpitas, California. The hours of services provided under this agreement shall not exceed 960.
2. The provisions of this Agreement shall be the exclusive rules that govern the contractual relationship between CITY and LAWSON. LAWSON acknowledges that for the work performed pursuant to this Agreement he is not entitled to the provisions or benefits afforded to employees of CITY via employee organization memoranda.
3. The term of this Agreement shall commence on August 8, 2005 and shall continue until terminated by either party in accordance with the provisions of paragraph 9. LAWSON shall serve at the pleasure of the City Council.
4. For providing such services, LAWSON shall receive the compensation and benefits set forth in this Agreement detailed below.
 - A. CITY agrees to pay LAWSON at the bi-weekly rate of \$8,408.36 dollars. LAWSON agrees that he will provide all services generally necessary to serve as Interim City Manager and Redevelopment Agency Executive Director including, but not limited to, maintaining office hours at City Hall during normal business hours and being available to attend evening meetings as necessary including the City Council meeting and necessary City Council subcommittee meetings. CITY and LAWSON agree that LAWSON's total hours per calendar year under this agreement shall not exceed 960.
 - B. CITY shall provide LAWSON with a city vehicle for his use for City purposes. All expenses for said vehicle including maintenance, insurance, and gasoline shall be paid by CITY. LAWSON shall not use said vehicle for personal business.
 - C. LAWSON shall not accrue vacation, sick leave, or any other form of paid leave during the term of this agreement except paid holidays provided to other City employees. LAWSON shall, however, be provided 48 hours of administrative leave as of August 8, 2005. LAWSON shall be entitled to use said leave during the term of this Agreement. LAWSON shall not be entitled to cash payment for any unused leave granted herein upon the termination of this contract.

5. Performance evaluations of the services provided by LAWSON will be conducted at the pleasure of the City Council and in no event less than annually.
6. This Agreement constitutes the entire Agreement between CITY and LAWSON, supersedes all prior written or oral understandings, and may only be changed by a written Amendment to this Agreement executed by both parties.
7. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement without cause upon 30 days written notice to LAWSON. LAWSON may terminate this Agreement without cause upon 15 days written notice to CITY.
8. LAWSON is an independent contractor to the CITY and serves at the will and pleasure of the City Council.
9. **CONFIDENTIALITY REQUIREMENTS.** LAWSON, as part of the duties to be performed under this Agreement, may have access to confidential documents and other privileged communications of the CITY. No such access shall be granted to LAWSON unless authorized and when necessary for the performance of the duties specified herein. LAWSON shall maintain the confidentiality of any information derived from accessing the materials, including, but not limited to, written documents, whether those documents are stored electronically or in standard files, electronic mail communication and voice mails. This provision shall not apply in the event the CITY specifically directs LAWSON to disclose the contents of any communication. Such disclosure to the CITY shall not relieve LAWSON from the duty to maintain the confidential nature of the materials and the information contained therein from any and all persons not specifically authorized by the CITY to obtain said information. LAWSON understands that a failure to maintain the confidentiality of the CITY'S documents and records, or the unauthorized access or removal of those documents, shall constitute a material breach of this Agreement.
10. **GOVERNING LAW.** The laws of the State of California shall govern this Agreement.
11. **INDEMNIFICATION.** The CITY shall defend, hold harmless and indemnify LAWSON against any complaint pursuant to the requirements of section 825 of the California Government Code.
12. **VENUE.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Clara or in the United States District Court for the Northern District of California.

13. **ATTORNEY'S FEES.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
14. **SEVERABILITY.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
15. **NO IMPLIED WAIVER OF BREACH.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
16. **NOTICES.** Notice shall be sent by first class U.S. mail to both LAWSON'S mailing address on file with CITY'S Department of Human Resources and City of Milpitas, 455 E. Calaveras Blvd., Milpitas, California 95035, or by personal service in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service.

CHARLES LAWSON

Signature: _____ Date: _____

MAYOR

Signature: _____ Date: _____

DIRECTOR OF HUMAN RESOURCES

Signature: _____ Date: _____